NA 00-0062-C H/H Bennett v Grand Victoria
Judge David F. Hamilton Signed on 3/7/02

NOT INTENDED FOR PUBLICATION IN PRINT

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
NEW ALBANY DIVISION

BENNETT, DARLE W,	)	
	)	
Plaintiff,	)	
vs.	)	
	)	
GRAND VICTORIA RESORT & CASINO,	)	CAUSE NO. NA00-0062-C-H/S
	)	
Defendant.	)	

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
NEW ALBANY DIVISION

DARLE W. BENNETT,	)	
	)	
Plaintiff,	)	
	)	
v.	)	CAUSE NO. NA 00-62-C H/H
	)	
GRAND VICTORIA RESORT & CASINO,	)	
	)	
Defendant.	)	

ENTRY ON PENDING MOTIONS

Plaintiff Darle W. Bennett filed this action against his former employer Grand Victoria Resort & Casino (Grand Victoria) alleging violation of the Jones Act, 46 U.S.C. Appx. § 688, and general maritime law for unseaworthiness, maintenance, cure, and wages. Bennett was employed as a security officer/emergency medical technician from October 3, 1997 to October 28, 1998. He alleges that he was injured in "the service of the ship" on Grand Victoria's riverboat casino vessel in September and October 1998 while responding to medical emergencies.

Four motions are ripe for decision. Bennett has moved for partial summary judgment on whether he was a seaman protected under the Jones Act. He has also moved for partial summary judgment seeking a determination of Grand Victoria's liability to pay maintenance, cure, and attorney fees. Bennett also filed a motion *in limine* seeking an inference of negligence and causation against Grand Victoria at the trial. Grand Victoria filed a motion for partial summary judgment on the issues of negligence under the Jones Act and unseaworthiness under general maritime law.

Standard for Summary Judgment

The purpose of summary judgment is to "pierce the pleadings and to assess the proof in order to see whether there is a genuine need for trial." *Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574, 587 (1986). Summary judgment is appropriate when there are no genuine issues of material fact, leaving the moving party entitled to judgment as a matter of law. Fed. R. Civ. P. 56(c). The moving party must show there is no genuine issue of material fact. *Celotex Corp. v. Catrett*, 477 U.S. 317, 323 (1986). A factual issue is material only if resolving the factual issue might change the suit's outcome under the governing law. *Clifton v. Schafer*, 969 F.2d 278, 281 (7th Cir. 1992). An issue is genuine if, on the written record presented, a reasonable jury could find in

favor of the non-moving party on the issues raised. *Baucher v. Eastern Ind. Prod. Credit Ass'n*, 906 F.2d 332, 334 (7th Cir. 1990).

Discussion

The law has long provided extensive protection to seamen because of the unique hazards attending their work. These ancient legal protections were built upon the needs of the sick or injured sailor, stranded on a distant and foreign shore, without friends or funds, waiting for winds, tides, and fortune to bring him home again. Justice Story long ago provided a colorful and paternalistic description of the needs for these special legal protections: "Seamen are by the peculiarity of their lives liable to sudden sickness from change of climate, exposure to perils, and exhausting labour. They are generally poor and friendless, and acquire habits of gross indulgence, carelessness, and improvidence. If some provision be not made for them in sickness at the expense of the ship, they must often in foreign ports suffer the accumulated evils of disease, and poverty, and sometimes perish from the want of suitable nourishment. . . ." *Harden v. Gordon*, 11 F. Cas. 480, 483 (C.C.D. Me. 1823) (No. 6,047). These legal protections are evident in the Jones Act and in doctrines of maritime law such as maintenance and cure, discussed below.

The foundations of these doctrines and policies based on the hazards of the open oceans are admittedly attenuated when dealing with employees of riverboat casinos that venture, if at all, only short distances from their docks. In another

case involving this same defendant, Judge Moran has written: "Employees who return each night to their homes on dry land, who can shop at their own stores, who have access to their personal physicians, who can consult a lawyer or leave their employment at any time do not require the paternalistic standards of care developed for sailors separated from these conveniences and safeguards." *Moreno v. Grand Victoria Casino*, 94 F. Supp. 2d 883, 891 n. 2 (N.D. Ill. 2000). As Judge Moran went on to note in *Moreno*, however, owners of riverboat casinos have voluntarily entered the Jones Act regime, and they can derive some benefit from it, as distinct from state worker's compensation regimes. *Id.* The court turns to the specific motions.

I. *Plaintiff's Status as a Seaman*

Plaintiff Bennett seeks partial summary judgment holding that he is a seaman protected by the Jones Act and general maritime law. In general, a seaman is an employee with an employment-related connection to a vessel in navigation. *McDermott Int'l, Inc. v. Wilander,* 498 U.S. 337, 355 (1991). Defendant Grand Victoria has not contested Bennett's motion, so the motion is granted. In his employment by Grand Victoria, Bennett was a seaman covered by the Jones Act and general maritime law.

II. *Plaintiff's Claim for Maintenance, Cure, and Attorney Fees*

Plaintiff Bennett has moved for partial summary judgment on the issues of whether Grand Victoria is liable for maintenance, cure, and attorney fees. A shipowner is obligated to provide maintenance and cure for injured members of the crew. Maintenance is the payment by a shipowner for the seaman's food and lodging expenses incurred while he is ashore as a result of illness or accident. *Clifford v. Mt. Vernon Barge Service, Inc.*, 127 F. Supp. 2d 1055, 1057 (S.D. Ind. 1999). Cure is the payment of medical expenses incurred in treating the seaman's injury or illness. *Id*. at 1057 n.2. Where it is clear that the shipowner was obligated to pay maintenance and cure but willfully and persistently refused to do so, the court can also award reasonable attorney fees. *Vaughan v. Atkinson*, 369 U.S. 527, 530-31 (1962). The Supreme Court has explained:

> Among the most pervasive incidents of the responsibility anciently imposed upon a shipowner for the health and security of sailors was liability for the maintenance and cure of seamen becoming ill or injured during the period of their service. In the United States this obligation has been recognized consistently as an implied provision in contracts of marine employment. Created thus with the contract of employment, the liability . . . in no sense is predicated on the fault or negligence of the shipowner. Whether by traditional standards he is or is not responsible for the injury or sickness, he is liable for the expense of curing it as an incident of the marine employer-employee relationship. So broad is the shipowner's obligation, that negligence or acts short of culpable misconduct on the seaman's part will not relieve him of the responsibility. . . . Only some willful misbehavior or deliberate act of indiscretion suffices to deprive the seaman of his protection.

Aguilar v. Standard Oil Co., 318 U.S. 724, 730-31 (1943) (footnotes omitted).

After examining all of the evidence, it is clear that genuine issues of material fact remain and summary judgment is not appropriate on this claim. A seaman is entitled to recover maintenance and cure benefits if he is injured "in the service of his ship." *Aguilar*, 318 U.S. at 726. The duty to pay maintenance and cure is so broad, "a seaman's recovery of maintenance and cure for injuries suffered while in the service of the vessel is a *virtual certainty* in the absence of willful misbehavior on his part." *Rufolo v. Midwest Marine Contractor, Inc.*, 912 F. Supp. 344, 352 (N.D. Ill. 1995) (emphasis in original).

There is medical evidence that Bennett was injured. Whether Bennett was injured in the service of the ship, however, is a disputed factual issue. At trial Bennett will bear the burden of proving that he was injured in the service of the ship. An affidavit from Jennifer A. Jones and deposition testimony of Bennett's supervisor, Becky Yelton, dispute Bennett's claim that he actually sustained any injuries during either of the incidents he has described. Def. Ex. A & B. This evidence presents a material factual dispute that cannot be resolved on summary

judgment. Thus, Bennett's motion for partial summary judgment on the issues of maintenance, cure, and attorney fees is denied.[1]

III. *Defendant's Motion for Partial Summary Judgment*

Grand Victoria's motion for partial summary judgment raises several issues. Grand Victoria contends first that the undisputed facts foreclose any finding of negligence under the Jones Act or unseaworthiness under general maritime law. Grand Victoria also argues that Bennett does not have the right to "cure" benefits to the extent that medical expenses were paid on his behalf through Grand Victoria's self-funded Employee Benefits Plan.

A. *Negligence Under the Jones Act*

The Jones Act was enacted in 1915 to provide greater protection for seamen. The Act provides:

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[1]Bennett alleges that Grand Victoria suppressed or destroyed evidence which would show he sustained injuries in the service of the ship. Even if deliberate spoliation of evidence is shown, Bennett will be entitled only to an inference, not a presumption, against Grand Victoria. The inference will not carry the day on a motion for summary judgment. See *Keller v. United States*, 58 F.3d 1194, 1197-98 n.6 (7th Cir. 1995) (holding that district court did not err in declining to infer that missing documents would have supported opponent, at least in absence of finding of bad faith). See pages 17-18, below.

> (a) Any seaman who shall suffer personal injury in the course of his employment may, at his election, maintain an action for damages at law, with the right of trial by jury, and in such action all statutes of the United States modifying or extending the common-law right or remedy in cases of personal injury to railway employees shall apply; * * *

46 U.S.C. Appx. § 688.[2] The Jones Act provides a seaman who is injured through the negligence of his employer a cause of action to recover damages. See *De Zon v. American President Lines*, 318 U.S. 660, 665 (1943). The Jones Act also provides an action for a seaman against the shipowner for negligence in failing to provide maintenance and cure. *Cortes v. Baltimore Insular Line, Inc.*, 287 U.S. 367, 375-76 (1932).

To prevail on a Jones Act claim against the shipowner, a seaman must establish (1) personal injury in the course of his employment; (2) negligence by his employer or an officer, agent, or employee of the employer; and (3) that the employer's negligence was a cause "in whole or in part" of his injury. *Hernandez v. Trawler Miss Vertie Mae, Inc.*, 187 F.3d 432, 436 (4th Cir. 1999); *Knight v. Grand Victoria Casino*, No. 98 C 8439, 2000 WL 1434151 at *3 (N.D. Ill. Sept. 27, 2000).

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[2]The Jones Act makes applicable to seamen injured in the course of their employment the provisions of the Federal Employer's Liability Act (FELA), 45 U.S.C. § 51 *et seq.*, which gives railroad employees a right to recover for injuries resulting from the negligence of their employer, its agents, or employees. *De Zon v. American President Lines*, 318 U.S. 660, 665 (1943).

To further "the remedial goals of the FELA, and derivatively the Jones Act, the Supreme Court has relaxed the standard of causation by imposing employer liability whenever 'employer negligence played any part, even the slightest, in producing the injury or death for which damages are sought." *Hernandez*, 187 F.3d at 436, quoting *Consolidated Rail Corp. v. Gottshall*, 512 U.S. 532, 543 (1994); accord, *Cella v. United States*, 998 F.2d 418, 428 (7th Cir. 1993) ("The plaintiff must merely establish that the employer's acts or omissions played some part, no matter how small, in producing the employee's injury."); *Brister v. A.W.I., Inc.*, 946 F.2d 350, 354 (5th Cir. 1991) ("If the defendant's negligence played any part, however small, in producing the seaman's injury, it results in liability.").[3]

With the relaxed standard of negligence in mind, the court turns to the facts in this case, viewed in the light reasonably most favorable to plaintiff. Two incidents are in dispute. The first occurred on or about September 27, 1998. Bennett was summoned to the Grand Victoria Pavilion Buffet to assist a male patron complaining of chest pains. Bennett arrived at the scene with his

[3]The "quantum of evidence necessary to support a finding of Jones Act negligence is less than that required for common law negligence, . . . and even the slightest negligence is sufficient to sustain a finding of liability." *Ribitzki v. Canmar Reading & Bates, Ltd. Partnership*, 111 F.3d 658, 662 (9th Cir. 1997), quoting *Havens v. F/T Polar Mist*, 996 F.2d 215, 218 (9th Cir. 1993); see also *Harbin v. Burlington Northern R.R. Co.*, 921 F.2d 129, 131 (7th Cir. 1990) ("a trial judge must submit an FELA case to the jury when there is even slight evidence of negligence").

supervisor, Becky Yelton. The patron was still seated in the booth when Bennett and Yelton arrived. Before waiting for others to assist, Yelton ordered Bennett to get under the table and to pull the patron out of the booth. Bennett alleges that he injured his neck and shoulders in attempting to move the patron. Bennett contends that Yelton was negligent by ordering him to make this effort without sufficient help.

The second incident occurred on October 3, 1998. Bennett was summoned to a restroom on Grand Victoria's casino riverboat, where a patron was having a grand mal seizure. Bennett responded to the call with EMT Cheryl Ginnetti, and supervisors Tom Ball and Becky Yelton. They attempted to pick up the patron so he could be placed in a wheelchair and taken out of the casino. As the four EMTs picked up the patron, Bennett did not realize that he was close to the wall. As he lifted the patron, he stood up and struck the top of his left shoulder on a "sharps container" mounted on the wall. Prior to striking the sharps container, no one warned him of the danger or told him to be careful, and Bennett contends he should have been given such a warning. Bennett alleges further injuries were sustained when he struck the sharps container.

Grand Victoria has a duty to provide a seaman with a safe place to work. *In re Atlass' Petition*, 350 F.2d 592, 599 (7th Cir. 1965). Grand Victoria had a

duty to provide "a reasonably safe place to work" and may be held liable for breach of that duty "when it knows or should know of a potential hazard in the workplace, yet fails to exercise reasonable care to inform and protect its employees." *Moreno v. Grand Victoria Casino*, 94 F. Supp. 2d 883, 893 (N.D. Ill. 2000); accord *Bailey v. Central Vermont Ry.*, 319 U.S. 350, 352-53 (1943).

Viewing the evidence in the light reasonably most favorable to Bennett, there is evidence that he was injured, and his testimony also establishes a connection between the alleged breaches and the injuries sufficient to avoid summary judgment, at least under the relaxed standards of negligence and causation that apply under the Jones Act. The evidence could support a reasonable jury finding that Grand Victoria was at least slightly negligent. See *Wilson v. Chicago, Milwaukee, St. Paul, & Pacific R.R. Co.*, 841 F.2d 1347, 1353 (7th Cir. 1988) ("whether the employer was negligent is a triable issue for the jury where the evidence – read most favorably to the employee – shows that the employer is even slightly negligent").

This decision reflects the practical reality that summary judgment in Jones Act cases is to be "cautiously granted, and 'if there is to be error at the trial level it should be in denying summary judgment in favor of a full live trial.'" *Moreno v. Grand Victoria Casino*, 94 F. Supp. 2d 883, 893 (N.D. Ill. 2000), quoting *Lies*

v. Farrell Lines, Inc., 641 F.2d 765, 772 (9th Cir. 1981). Grand Victoria's motion for partial summary judgment on the Jones Act negligence claim is denied.

B. *Unseaworthiness Under General Maritime Law*

Bennett also contends that his injuries were the result of the unseaworthiness of the vessel. A shipowner is under an absolute duty to furnish crew members with a ship and appurtenances that are reasonably fit for their intended purposes. *Mitchell v Trawler Racer, Inc.*, 362 U.S. 539, 550 (1960). A vessel is seaworthy if it, its appurtenances, and its crew are reasonably fit for their intended use or service. *Id*. This standard does not require perfection. A vessel may be seaworthy without being able to withstand every peril of the sea it might encounter. *Id*.

A vessel's condition of unseaworthiness may arise from any number of circumstances, including an insufficient number of crew assigned to perform a shipboard task or the existence of a defective condition, however temporary, on a part of the ship. *Usner v. Luckenbach Overseas Corp.*, 400 U.S. 494, 499 (1971) (distinguishing between claim for unseaworthiness and claim for negligence under Jones Act); *Ribitzki v. Canmar Reading & Bates, Ltd. Partnership*, 111 F.3d 658, 664 (9th Cir. 1997). To establish a claim for unseaworthiness, Bennett must

establish: (1) the warranty of seaworthiness extended to him and his duties; (2) his injury was caused by a piece of the ship's equipment or an appurtenant appliance; (3) the equipment used was not reasonably fit for its intended use; and (4) the unseaworthy condition proximately caused his injuries. *Ribitzki*, 111 F.3d at 664. Bennett relies on the same evidence from his Jones Act negligence claim for the unseaworthiness claim under general maritime law.

The first incident in which Bennett alleges injuries occurred in the Pavilion, which is a land-based building. Bennett worked on Grand Victoria's casino vessels and its land-based facilities. Bennett Dep. at 35. The patron requiring medical assistance was sitting in a booth in the land-based restaurant approximately fifty feet away from the boarding area. SMF 20; Bennett Dep. at 46-48. Even though Bennett is deemed a seaman, this incident occurred on land and did not involve the "ship's work." See *West v. United States*, 361 U.S. 118, 122 (1959) (limiting recovery for unseaworthiness to those performing "ship's work" in connection with a vessel in navigation; a vessel under repair had not been held out anyone as "seaworthy"). Any injuries that resulted from the first incident were not the result of an unseaworthy vessel. Grand Victoria is entitled to summary judgment on this claim.

The second incident occurred on the vessel, in the second level men's restroom of Grand Victoria's casino riverboat. There are no allegations of a physical defect in the ship. Bennett does not argue that the crew was unfit. There were four EMTs lifting the patron from the bathroom floor into a wheelchair. Four people were sufficient for such a task. Cf. *Brown v. Cliff's Drilling*, 638 F. Supp. 1009 (E.D. Tex. 1986) (assigning only two men on a drilling rig to hang a set of tongs weighing 350 to 400 pounds without further instructions led to a finding that the ship was unseaworthy).

Bennett has failed to present evidence on which a reasonable jury could find the Grand Victoria vessel unseaworthy. Bennett argues that he, with two supervisors present and in an "area of insufficient space," was not warned of the danger presented by the sharps container. Bennett has not presented evidence upon which a reasonable jury could conclude that the bathroom is "an area of insufficient space" for its intended purpose. The case of *Ribitzki v. Canmar Reading & Bates, Ltd. Partnership*, 111 F.3d 658 (9th Cir. 1997), provides a useful comparison. There the court found that the plaintiff presented enough evidence to reach a jury on the theory that an oil drilling ship's "pit room" was unreasonably cramped and slippery for its intended purpose. *Id*. at 665. In this case, by contrast, there is no evidence that the restroom is too small to be a safe restroom. The restroom's intended use was not for EMTs to revive patients or to

lift them into wheelchairs. Bennett's job required him to respond to medical emergencies where he found them.

While courts have held that an improper method of operation may amount to unseaworthiness, see, *e.g.*, *Morales v. City of Galveston*, 370 U.S. 165 (1962), no cases have been cited for the proposition that a "negligent order," if the court found it to be one, would render a vessel unseaworthy. Grand Victoria is entitled to summary judgment on Bennett's unseaworthiness claims.

C. *"Cure" Credit for Medical Payments by the Employee Benefit Plan*

Grand Victoria also argues that Bennett does not have the right to recover against it for "cure" benefits to the extent that medical expenses were paid on his behalf through Grand Victoria's self-funded Employee Benefits Plan. The court agrees and finds that Grand Victoria is entitled to a credit for the money paid to Bennett under its Employee Benefits Plan against any sum it might owe him for cure. The purpose of the cure obligation is to ensure that seamen receive needed medical treatment. However, "an employer has no duty to pay a seaman's cure expenses if cure is furnished by another party at no expense to the seaman." *Bavaro v. Grand Victoria Casino*, No. 97 C 7921, 2001 WL 289782 at *7 (N.D. Ill. Mar. 15, 2001); accord, *Moran Towing & Transp., Co., v. Lombas*, 58 F.3d 24, 27

(2d Cir. 1995) (Medicare); *Davis v. Odeco, Inc.*, 18 F.3d 1237, 1246 (5th Cir. 1994) (*dicta* regarding employer-funded health insurance); *Al-Zawkari v. American Steamship Co.*, 871 F.2d 585, 588-89 (6th Cir. 1989) (employer-funded health insurance); *Gosnell v. Sea-Land Service, Inc.*, 782 F.2d 464, 468 (4th Cir. 1986) (union's medical and hospitalization plan); *Shaw v. Ohio River Co.*, 526 F.2d 193, 200-02 (3d Cir. 1975) (employer-funded health insurance). To the extent that Bennett may be obligated to repay the Employee Benefits Plan, credit will not be available to Grand Victoria.

IV. *Plaintiff's Motion In Limine*

Bennett also filed a motion *in limine* seeking a determination that the court will instruct the jurors at trial that they "can accept the adverse inference" that the production of an incident report "would have been against the interests of Defendant as it pertains to the issues of negligence and causation." In addition to filing a brief in opposition to Bennett's motion, Grand Victoria requested oral argument on the motion. After reviewing the briefs and examining the law governing this issue, the court finds that oral argument is unnecessary.

Bennett alleges that Grand Victoria destroyed or suppressed an accident report from the buffet incident in September 1998. In an effort to show

spoliation of evidence, Bennett referred the court to several parts of the record. Bennett testified that the event occurred in September 1998. Bennett Dep. at 10. After Bennett himself submitted a written report in May 1999, about eight months after the incidents, Grand Victoria asked Becky Yelton to prepare a statement. She wrote that the buffet incident occurred in September 1998, but she stated in her deposition that she did not remember when it occurred. Yelton Dep. at 24. One EMT who was present at the buffet incident, John Keeton, recalled the incident and testified that it occurred in September 1998. Keeton Dep. at 17-18, 36-38. The other EMT who, Bennett testified, was present at the buffet incident, Tom Ball, does not recall the incident. Ball Dep. at 10.

Bennett has also offered evidence that Grand Victoria had a policy of filling out reports for all accidents involving patrons. Yelton Dep. at 15, 27; Ball Dep. at 10-11; Def. Ex. A. Becky Yelton also testified that a narrative supplemental report was filled out regarding the buffet incident. Yelton Dep. at 23.

Bennett requested all accident reports involving patrons in the buffet area for September 1998. Grand Victoria states that it has no record of any incident requiring emergency medical technicians to be dispatched to its land-based buffet restaurant to assist a patron in September 1998. Def. Ex. A. Grand Victoria argues that the documents never existed or they are located somewhere

Bennett never asked them to check. (Of course, it is not Bennett's duty to tell Grand Victoria where to look for documents that he has requested with reasonable specificity.)

Thus, Bennett has come forward with some evidence indicating that a report should exist that has not been produced in discovery. Under federal law, which the court finds controlling, the prevailing rule in the Seventh Circuit is that "bad faith destruction of a document relevant to proof of an issue at trial gives rise to a strong inference that production of the document would have been unfavorable to the party responsible for its destruction." *Crabtree v. National Steel Corp.*, 261 F.3d 715, 721 (7th Cir. 2001), quoting *Coates v. Johnson & Johnson*, 756 F.2d 524, 551 (7th Cir. 1985); see also *Partington v. Broyhill Furniture Industries, Inc.*, 999 F.2d 269, 272 (7th Cir. 1999) ("if, being sensitive to the possibility of a suit, a company then destroys the very files that would be expected to contain the evidence most relevant to such a suit, the inference arises that it has purged incriminating evidence."); *S.C. Johnson & Son, Inc. v. Louisville & Nashville Railroad*, 695 F.2d 253, 258-59 (7th Cir. 1982) (affirming trier of fact's decision not to employ inference in absence of finding of bad faith); *Brown & Williamson Tobacco Corp. v. Jacobson*, 827 F.2d 1119, 1134 (7th Cir. 1987) (juries may presume actual malice from bad faith destruction of documents). This standard also applies if the documents are simply "missing."

See *Keller v. United States*, 58 F.3d 1194, 1197-98 n.6 (7th Cir. 1995) (affirming trier of fact's decision not to draw adverse inference where there was no finding of bad faith).

Bennett has not produced any direct evidence of bad faith by Grand Victoria. He has presented evidence upon which the court may infer bad faith; however, on the present record, the court is not prepared to rule that plaintiff will be entitled to a jury instruction on spoliation. The court is not yet convinced that the evidence would support a reasonable inference of bad faith. The purpose of the missing reports was to document the patron's accident and injuries, not staff accidents and injuries, and plaintiff himself did not report his injuries until seven or eight months after they occurred. This issue will be open for further development at trial, but for now plaintiff's motion *in limine* is denied.

Conclusion

For the foregoing reasons: Bennett's motion for partial summary judgment on his status as a seaman is granted; Bennett's motion for partial summary judgment on his entitlement to maintenance, cure, and attorney fees is denied; Grand Victoria's motion for partial summary judgment is granted in part and

denied in part; judgment on Bennett's motion *in limine* is denied; and Grand Victoria's motion for oral argument on Bennett's motion *in limine* is denied.

So ordered.

Date: March 7, 2002

DAVID F. HAMILTON, JUDGE
United States District Court
Southern District of Indiana

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